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7  
 8 **UNITED STATES BANKRUPTCY COURT**  
 9 **DISTRICT OF NEVADA**

10 In re

11 DOUBLE JUMP, INC.

12 Debtor.

13 \_\_\_\_\_ Affects ALL Debtors  
 \_\_\_\_\_ Affects Double Jump, Inc.  
 14 \_\_\_\_\_ Affects Dora Dog Properties, LLC  
 \_\_\_\_\_ Affects Dog Blue Properties, LLC  
 15 \_\_\_\_\_ Affects Brandy Boy Properties, LLC  
 \_\_\_\_\_ Affects 475 Channel Road, LLC  
 16 \_\_\_\_\_ Affects Park Road, LLC  
 \_\_\_\_\_ Affects 140 Mason Circle, LLC  
 17 X Affects DC Solar Solutions, Inc.  
 18 X Affects DC Solar Distribution, Inc.  
X Affects DC Solar Freedom, Inc.

Lead Case No.: BK-19-50102-btb  
 Chapter 11

Jointly Administered with:

19-50103-btb	Dora Dog Properties, LLC
19-50104-btb	Dog Blue Properties, LLC
19-50105-btb	Brandy Boy Properties, LLC
19-50106-btb	475 Channel Road, LLC
19-50108-btb	Park Road, LLC
19-50109-btb	140 Mason Circle, LLC
19-50130-btb	DC Solar Solutions, Inc.
19-50131-btb	DC Solar Distribution, Inc.
19-50135-btb	DC Solar Freedom, Inc.

**DEBTORS' OPPOSITION TO MOTION OF  
 METABANK PURSUANT TO 11 U.S.C. §  
 362(d) FOR RELIEF FROM THE  
 AUTOMATIC STAY AND FOR OTHER  
 RELIEF**

Hearing Date: March 8, 2019  
 Hearing Time: 10:00 a.m.

22 Double Jump, Inc., et al., the debtors and debtors in possession (collectively, the  
 23 “Debtors”) in the above-captioned, jointly administered chapter 11 bankruptcy cases (the “Chapter  
 24 11 Cases”), by and through their proposed counsel of record, Clark Hill PLC, submit their  
 25 opposition (the “Opposition”) to the *Motion of Metabank Pursuant to 11 U.S.C. § 362(d) for Relief*  
 26 *from the Automatic Stay and for Other Relief* [ECF No. 193](the “Motion”).

27 This Opposition is made and based upon the following memorandum of points and  
 28

1 authorities, Section 365 of title 11 of the United States Code (the “Bankruptcy Code”), the  
2 *Declaration of Seth R. Freeman in Support of the Debtors’ Oppositions to Motions for Relief From*  
3 *Stay* (the “Freeman Declaration”) filed concurrently herewith, all papers and pleadings filed in the  
4 above-captioned, jointly administered Chapter 11 Cases, judicial notice of which is requested  
5 pursuant to Rule 201 of the Federal Rules of Evidence, and any arguments of counsel offered in  
6 support of the Opposition at any hearing held on the Motion.

7 Respectfully submitted this 4<sup>th</sup> day of March, 2019.

8 CLARK HILL PLC

9 /s/: Tracy M. O’Steen

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17 **POINTS AND AUTHORITIES**

18 **I.**

19 **INTRODUCTION**

20 Debtors initially note that they have been afforded the protections of the Bankruptcy Code  
21 for only approximately thirty days. Section 365(d)(5) of the Bankruptcy Code expressly provides  
22 that it is the debtor’s obligation under personal property leases to timely perform all of the  
23 obligations arising from or after 60 days after the order for relief, until such lease is assumed or  
24 rejected. Debtors may ultimately reject the lease with MetaBank, and fully reserve their claims  
25 against MetaBank. However, the Debtors are not yet required to make that determination, nor can  
26 the Debtors be compelled to make that decision by an equipment lessor such as MetaBank. The  
27 Debtors request that the Court deny the Motion seeking relief from the automatic stay as it is  
28 contrary to the specific provisions of Section 365(d)(5), to continue the matter for hearing following

1 the expiration of the 60-day period afforded the Debtors by the Bankruptcy Code, and issue an  
2 interim order allowing the Debtors (at their sole discretion and option) to permit MetaBank to pick  
3 up the leased units (and not any additional equipment) at its own expense and risk.

4 **II.**

5 **JURISDICTION AND VENUE**

6 1. Pursuant to Local Rule 9014.2, the Debtors consent to the entry of a final order by  
7 the Bankruptcy Judge on the Motion.

8 **III.**

9 **FACTUAL BACKGROUND**

10 2. On January 30, 2019 (the "Petition Date"), Holdings and the Real Estate Debtors  
11 (as defined below) each commenced a case by filing a petition for relief under chapter 11 of the  
12 Bankruptcy Code, and on or about February 3, 2019, DC Solar Solutions, Inc. and DC Solar  
13 Distribution, Inc. each commenced a case by filing a petition for relief under chapter 11 of the  
14 Bankruptcy Code, and on or about February 5, 2019, DC Solar Freedom, Inc. commenced its case  
15 by filing a petition for relief under chapter 11 of the Bankruptcy Code. The Court has granted the  
16 Debtors' request that the Chapter 11 Cases be jointly administered.

17 3. The Debtors continue to operate their businesses and manage their properties as  
18 debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

19 4. To date, no creditors' committee has been appointed in these Chapter 11 Cases by  
20 the Office of the United States Trustee for the District of Nevada (the "United States Trustee"). No  
21 trustee or examiner has been appointed in the Debtors' Chapter 11 Cases.

22 5. Prior to December 18, 2018, DC Solar Solutions, Inc. ("Solutions") and, together  
23 with DC Solar Distribution, Inc. ("Distribution") and DC Solar Freedom, Inc. ("Freedom") the "DC  
24 Solar" companies or the "Company") were in the business of designing, manufacturing, and  
25 distributing mobile solar generators, mobile solar electric vehicle chargers, mobile solar light  
26 towers, and mobile solar power stations to private enterprises, municipalities, and universities. The  
27 Company was founded in 2009.

28 6. In addition to the Company, the Debtors are comprised of (a) Double Jump, Inc.,

1 which holds 100% of the stock in Solutions and Distribution, as well as (b) six limited-liability  
2 companies which primarily hold real estate assets (both commercial and residential) for rent or  
3 lease, being Dog Blue Properties, LLC, Dora Dog Properties LLC, Brandy Boy Properties, LLC,  
4 475 Channel Road, LLC, 140 Mason Circle LLC, and Park Road LLC (the “Real Estate Debtors”).

5 7. As set forth in the *Omnibus Declaration of Seth R. Freeman in Support of First Day*  
6 *Motions* [ECF No. 12], on December 18, 2018, the federal government (the “United States”) seized  
7 funds from and froze all bank accounts associated with the DC Solar companies, allegedly in  
8 connection with a purported “investment fraud” perpetrated by the Company. On the same day,  
9 agents from the FBI and the IRS executed sweeping search and/or seizure warrants of the DC Solar  
10 business headquarters located in Benicia, California. Agents seized hundreds of items essential for  
11 the Company to conduct and operate its ongoing businesses, including, but not limited to, computer  
12 servers, computers, and hard copy files containing corporate books and records, investment  
13 agreements, lease agreements, vendor agreements, communications with investors and customers,  
14 and invoices for insurance and utility providers. Left without any liquid assets to fund the  
15 Company’s business or basic communications and record-keeping infrastructure, the Company was  
16 forced to shut down and lay off its entire workforce the week before Christmas. Approximately 100  
17 employees were laid off, and the Company was unable to pay wages owed to those employees.  
18 Following the seizure, the Company has continued to receive strong support from its employees, its  
19 customers, its partners, and its investors.

20 8. In order to alleviate any concerns with regard to prior management, the Debtors  
21 have engaged Seth R. Freeman to act as the Corporate Restructuring Officer (the “CRO”) and lead  
22 the Debtors through the reorganization process. The DC Solar companies and Double Jump, Inc.  
23 have also engaged new independent directors to aid with reorganization process. On February 9,  
24 2019, Debtors’ owners agreed to remove themselves from management of the Debtors pursuant to a  
25 Stipulation Regarding Corporate Governance filed on February 15, 2019 as Docket #119.

26 9. The Motion is supported by the Declaration of Larry Pearce filed on February 25,  
27 2019, as Dkt. #195 (the “Pearce Declaration”). As set forth in the Pearce Declaration, in June and  
28 December of 2017, MetaBank and Distribution entered into two equipment leases (collectively, the

1 “Lease”), for the lease of 176 mobile solar units (the “Units”).

2 10. The Debtors, through their independent CRO, have seen what appear to be hundreds  
3 of the mobile solar generator units (“MSGs”) manufactured by Solutions and Distribution at the  
4 Debtors’ warehouses in Benicia, California (including at the 4901 Park Road location and the  
5 separate warehouse spaces located at 597, 631 and 635 Indiana Street in Benicia), and have seen  
6 what appear to be more than a hundred MSGs located at the Company’s Sunset location in Las  
7 Vegas, Nevada. The CRO has been informed by certain of the Debtors’ counterparties that more  
8 than 1,000 units are located at the Las Vegas Motor Speedway. The CRO also believes that there  
9 are MSG units at multiple additional locations, including locations in California, Nevada, Georgia,  
10 and approximately twenty other states. In cooperation with Hancock Whitney Equipment Finance  
11 and Leasing, LLC (“Hancock Whitney”), the Debtors arranged for representatives of Hancock  
12 Whitney to inspect the MSGs at the Sunset and Las Vegas Speedway locations and conduct an  
13 inventory of MSGs at those locations. Hancock Whitney has promised to share the inventory with  
14 the Debtors, but as of the date of the filing of this Opposition, have not yet seen such report. The  
15 CRO has also obtained the most recent report of inventory locations in Southern Nevada, although  
16 he has been informed that no such report has been located for other states. The Debtors, through  
17 their CRO, are attempting to determine the location and extent of the MSGs, and have collected  
18 quotes from various third-party appraisal firms to conduct a full inventory of the MSGs in  
19 cooperation with their owners.

20 11. As described in the Freeman Declaration, there are essentially three categories of  
21 MSGs: (a) those owned by Solutions (generally because the sale of new units was interrupted by the  
22 government raid); (b) those owned by investment funds subject to a secured lien in favor of  
23 Solutions and leased by the funds to Distribution (the “Investment Fund Owned MSGs”), which  
24 must remain in service and available for lease during the first five years of the investment fund  
25 ownership in order to avoid the risk to the funds of tax credit recapture, but which may be sold after  
26 five years, with the resulting economic benefit of such sale generally flowing to Solutions via its  
27 secured lien on the MSGs; and (c) units owned by third parties, such as MetaBank. There is also  
28 additional inventory and materials utilized for work in progress which may have substantial value.

1           12.     Since filing the Chapter 11 Cases, Debtors, through their independent CRO, have  
2 been working diligently to acquire funds necessary to undertake a reorganization effort, including  
3 efforts to obtain DIP financing, negotiations with respect to third party claims, and negotiations for  
4 potential asset sales, including the inventory, materials relating to work in progress, and Solutions-  
5 owned MSGs. The Debtors have received a proposal for financing against those assets in the  
6 multiple million dollar range. Such financing would enable the Debtors to make immediate  
7 payment for insurance, utilities, leases, and payroll, as well as to pay the costs of conducting a full  
8 inventory of the units (which is expected to cost less than \$1,000,000); to scan or copy the books  
9 and records which are being held by the United States (which is likely to have a similar cost, based  
10 on information received by the Debtors that the documents comprise approximately 600 boxes of  
11 papers); and to fund the reorganization effort.

12           13.     Simultaneously, Debtors are working to provide documents requested by the Office  
13 of the United States Trustee, to produce Bankruptcy Schedules and Statements of Financial Affairs,  
14 and to analyze assets of the estate with a variety of parties in interest, including the location of the  
15 MSG purportedly owned by MetaBank and the thousands of other MSGs which are the core of the  
16 Debtors' historical operations.

17           14.     However, Debtors presently have no paid employees, no liability insurance with  
18 respect to the DC Solar Companies, and no workmen's compensation insurance. Pending a source  
19 of funding, Debtors have been attempting to work cooperatively with the owners of the MSGs to  
20 identify the MSGs and their locations, and arrange for payment of storage and insurance costs. If  
21 the Debtors are unable to provide for the safe housing and continue efforts for leasing of the  
22 Investment Fund Owned MSGs, those entities will likely suffer losses in the hundreds of millions of  
23 dollars. If Debtors are able to do so, substantial income from leasing and post-recapture period  
24 sales would flow to the Debtors via the secured lien of Solutions.

25           15.     The Debtors are hopeful of being able to work with the United States to  
26 cooperatively find a way to preserve and utilize the assets of the estate in order to provide the  
27 highest possible return to those and other creditors of the estates. In order to have a reasonable  
28 chance to do so, the Debtors needs at least the first 60 days of these cases to be able to obtain

1 financing, preserve and identify the assets and their location, and attempt to determine the  
2 ownership of the MSGs.

#### 3 IV.

#### 4 LEGAL AUTHORITY AND ARGUMENT

##### 5 **A. The Court Should Deny the Motion as it is Inconsistent with Section 365 of the** 6 **Bankruptcy Code.**

7 16. First and foremost, the Debtors' relationship with MetaBank is accurately  
8 characterized as one of lessor and lessee, with the parties' respective rights and obligations set forth  
9 in the Lease. This lessor/lessee relationship clearly implicates Section 365 of the Bankruptcy  
10 Code, analysis of which is noticeably absent from the Motion. A debtor in possession may assume  
11 or reject an unexpired equipment lease at any time prior to confirmation of the plan, subject only to  
12 the court's power, on request of any party to the lease, to order the assumption or rejection within a  
13 specified period of time. 11 U.S.C. § 365(d)(2). In a Chapter 11 case, a trustee or debtor in  
14 possession is entitled to a reasonable time to make a careful and informed decision whether to  
15 assume or reject an executory contract or unexpired lease. This period of time is meant to give the  
16 debtor "breathing room" under the automatic stay so that it may accurately determine what  
17 contracts are most advantageous to the debtor's future operations. *In re LPM Corp.*, 300 F.3d 1134,  
18 1137 (9th Cir. 2002). The debtor's right to take time to evaluate the estate must be respected, and  
19 "the Code jealously protects the process by which a creditor proceeds against property of the estate  
20 as fundamental and absolute." *Id.*

21 17. More importantly, Section 365(d)(5) expressly provides a Chapter 11 debtor a  
22 period of 60 days to make an informed decision on whether to accept or reject unexpired leases  
23 involving personal property. Section 365(d)(5) states as follows:

24 The trustee shall timely perform all of the obligations of the debtor, except those  
25 specified in section 365(b)(2), first arising from or after 60 days after the order for  
26 relief in a case under chapter 11 of this title under an unexpired lease of personal  
27 property (other than personal property leased to an individual primarily for  
28 personal, family, or household purposes), until such lease is assumed or rejected  
notwithstanding section 503(b)(1) of this title, unless the court, after notice and a  
hearing and based on the equities of the case, orders otherwise with respect to the  
obligations or timely performance thereof. This subsection shall not be deemed to



1 affect the trustee's obligations under the provisions of subsection (b) or (f).  
 2 Acceptance of any such performance does not constitute waiver or relinquishment  
 of the lessor's rights under such lease or under this title.

3 18. It is submitted that the request for "relief from stay" is not appropriate where the  
 4 debtor's rights under the lease are determined by Section 365, and the time for first performance  
 5 (i.e., 60 days after the petition date) has not yet expired. Significantly, the Motion cites no case law  
 6 for the proposition that relief from the stay is appropriate during this 60 day period, and merely  
 7 recites the statutory provisions of Section 362(d)(1) as the legal basis for the requested relief. As  
 8 many bankruptcy courts have noted, Section 365(d)(5) "certainly obligates the [debtor] to actually  
 9 pay the equipment lessor the agreed upon rent as it comes due under the lease for whatever interval  
 10 *follows the first sixty days*. Similarly, Section 365(d)(5) clearly entitles the equipment lessor to have  
 11 the stay immediately lifted 'notwithstanding § 503(b)(1)' in the event the trustee does not perform  
 12 as that subsection requires." *In re Sturgis Iron & Metal Co., Inc.*, 420 B.R. 716, 744 (Bankr. W.D.  
 13 Mich. 2009) (emphasis added). The corollary is that Section 365 and the Bankruptcy Code  
 14 implicitly prohibit a termination of the automatic stay in favor of the equipment lessor, such as  
 15 MetaBank prior to the expiration of the first 60 days of these Chapter 11 Cases.

16 19. The "factual" bases cited in support of the Motion, that the equipment is subject to  
 17 wear and tear pending assumption or rejection of the Lease, are present in every case involving  
 18 personal property leases, and the 60-day breathing spell provided by Section 365(d)(5) represents  
 19 the decision of Congress to balance those interests in the Debtors' favor during this brief period of  
 20 time. Terminating the stay in favor of MetaBank before the Debtors have the benefit of the 60-day  
 21 period is contrary to the theory and the history that underlies the Bankruptcy Code's treatment of  
 22 executory contracts and unexpired leases.

23 **B. MetaBank's Efforts to Compel Assumption or Rejection of the Lease Through its**  
 24 **Motion are Premature.**

25 20. Even if the Motion could be construed as one compelling the Debtors to either  
 26 assume or reject the Lease, MetaBank's efforts to litigate its claims at this early stage of the Chapter  
 27 11 Cases must be rejected based upon the express provisions of the Bankruptcy Code. To the  
 28 extent that the Debtors have in fact breached the Lease as argued in the Motion, such claims will be



1 addressed if and when the Debtors decide to either assume or reject the Lease at the expiration of  
 2 the 60-day period. In fact, courts have held that *until* an executory contract is assumed, the debtor  
 3 is incapable of breaching that executory contract. *U.S. on Behalf of Postal Service v. Dewey*  
 4 *Freight*, 31 F.3d 620, 624 (8th Cir. 1994) (“[a]fter a debtor commences a Chapter 11 proceeding,  
 5 but before executory contracts are assumed or rejected under 365(a), those contracts remain in  
 6 existence, *enforceable by the debtor but not against the debtor*”) (emphasis in original.) *See also In*  
 7 *re FBI Distribution Corp.*, 330 F.3d 36, 43 (1st Cir. 2003). Here, the Debtors have not elected to  
 8 assume or reject the MetaBank Lease and the Bankruptcy Code provides them with a period of 60  
 9 days to carefully consider that decision. Therefore, the Debtors are incapable of standing in breach  
 10 of the Lease as MetaBank argues. As such, MetaBank’s arguments concerning any alleged breach  
 11 of the Lease are irrelevant and inapplicable to the decision the Court is required to make. Any  
 12 purported failure by Debtors to comply with the terms of the Lease are relevant to lifting the stay  
 13 for cause following the expiration of the 60 day period afforded by 365(d)(5), but not before.

14 **C. Alternatively, “Cause” Does Not Exist to Lift the Automatic Stay in Favor of**  
 15 **MetaBank at this Stage of the Chapter 11 Cases.**

16 21. Assuming that the Motion could be properly considered on its merits under Section  
 17 362, it must still be denied. In order to be entitled to relief from the automatic stay, MetaBank must  
 18 demonstrate that “cause” exists. 11 U.S.C. § 362(d)(1). Whether “cause” exists to justify relief  
 19 from the automatic stay is “determined on a case-by-case basis” in the bankruptcy court’s  
 20 discretion. *In re Conejo Enterprises, Inc.*, 96 F.3d 346, 352 (9th Cir. 1996).

21 22. Importantly, because the Debtors have not assumed the Lease, MetaBank cannot  
 22 rely upon the Lease’s termination or default provisions as “cause” for relief to terminate the  
 23 contract. The United States Supreme Court’s decision in *NLRB v. Bildisco & Bildisco*, 465 U.S.  
 24 513 (1984) forecloses such a result. In *Bildisco*, the Supreme Court held that as to the debtor, “the  
 25 filing of the petition in bankruptcy means that [the contract] is no longer immediately enforceable,  
 26 and may never be enforceable again.” *Id.* at 531. The Supreme Court concluded that permitting the  
 27 enforcement of such contracts against the debtor prior to assumption would be contrary to the  
 28 “fundamental purpose of reorganization . . . to prevent a debtor from going into liquidation,” and

1 “would largely, if not completely, undermine whatever benefit the debtor-in-possession otherwise  
2 obtains by its authority to request rejection of the agreement.” *Id.* Therefore, MetaBank’s attempt  
3 to supersede the Bankruptcy Code on the basis of its claimed contract rights must fail, and any  
4 enforcement of the Lease terms must continue to be stayed until the Debtors assume or reject the  
5 Lease in manner provided by Section 365.

6 23. Furthermore, as noted above, the factual bases cited by Hancock in support of its  
7 request do not constitute “cause” to lift the automatic stay. Wear and tear on equipment occurs in  
8 the ordinary course and does not rise to the level of “cause” that would support the extraordinary  
9 relief of lifting the stay at this early point in these Chapter 11 Cases, to the detriment of the Debtors  
10 and their estates. MetaBank has not identified any harm or detriment that it would suffer in absence  
11 of the requested relief which would outweigh the Debtors’ clear entitlements to the protections of  
12 sections 362 and 365(d)(5) of the Bankruptcy Code.

13 **D. There is No Basis to Waive Bankruptcy Rule 4001(a)(3) if the Court Grants the**  
14 **Motion.**

15 24. Although MetaBank’s Motion does not specifically request a waiver of Bankruptcy  
16 Rule 4001(a) in connection with any order entered granting its Motion, the Debtors wish to make  
17 clear that they fully oppose any such waiver in the event the same is requested at the time of the  
18 hearing on the Motion. Bankruptcy Rule 4001(a)(3) provides that an order granting a motion for  
19 relief from an automatic stay is stayed until the expiration of 14 days after the order is entered,  
20 unless the court orders otherwise. *In re A Partners, LLC*, 344 B.R. 114, (Bankr. E.D. Cal. 2006).  
21 Bankruptcy Rule 4001(a)(3), which was added by the 1999 amendments to the Federal Rules of  
22 Bankruptcy Procedure, recognizes that motions granting relief from the stay can have enormous  
23 consequences for the parties involved and can often dictate the success or failure of the entire  
24 bankruptcy case. *Id.*

25 25. When contested, the rule should be waived only when there is a clear showing by  
26 the movant of equitable reasons that would warrant the waiver of the presumptive stay afforded to a  
27 debtor by the rule. *See In re Thomas*, 364 B.R. 207, 210 (Bankr. E.D.Va. 2007) (finding “[to]  
28 remain faithful to the rule, it should only be waived when there is a good reason to waive it”); *see*

1 *also In re Henderson*, 395 B.R. 893, 904 (Bankr. D.S.C. 2008). There, the court found that the  
 2 movant had shown “subjective bad faith” in the debtor’s filing of a second bankruptcy petition on  
 3 the eve of foreclosure, that grounds for relief from stay were proven under both 362(d)(2) and  
 4 (d)(2), and that *in rem* relief was appropriate given the debtor’s bad faith. However, the court  
 5 denied the request to waive the protection of the 14-day stay. The court stated:

6 First Citizens moved to waive Fed. R. Bankr. P. 4001(a)(3), which provides a  
 7 temporary stay of an order lifting the automatic stay similar to that available  
 8 under Fed. R. Bankr. P. 8005. This rule was added by the 1999 amendments to the  
 9 Federal Rules of Bankruptcy Procedure and provides a temporary breathing spell  
 10 for a debtor to appeal and obtain a stay pending appeal thereby avoiding the  
 11 potential devastating consequences that stay relief can have on the success of the  
 12 bankruptcy case. *See In re A Partners, LLC*, 344 B.R. 114 (Bankr. E.D. Cal.  
 13 2006) (discussing the policy reasons behind Fed. R. Bankr. P. 4001(a)(3)).

14 ...Considering the requirements necessary to obtain a stay pending appeal, it  
 15 follows that First Citizens, as the movant, must demonstrate countervailing factors  
 16 that would mitigate against such a stay to obtain a waiver of the temporary stay of  
 17 Fed. R. Bankr. P. 4001(a)(3). *See 9 Collier on Bankruptcy* ¶ 4001.04A, at pp.  
 18 4001–20–4001–21 (Lawrence P. King et al. eds., 15th ed. Revised 2007) (stating  
 19 that the bankruptcy court should rarely grant a request to waive 4001(a)(3), if  
 20 contested, unless there is a showing of “strong countervailing factors” that would  
 21 not warrant a stay pending appeal).

22 *Henderson*, 395 B.R. at 904.

23 26. Here, there is no evidentiary showing of such extreme circumstances and impending  
 24 danger that would justify the waiver of the 14-day stay of Bankruptcy Rule 4001(a)(3).

## 25 V.

## 26 CONCLUSION

27 Based upon the above argument, the Debtors respectfully request that the Court enter an  
 28 order denying the Motion in its entirety, or alternatively, continuing the hearing on the Motion to a  
 date that falls after 60-days from the Petition Date, and granting such other and further relief as the

...

...

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...

...

1 Court deems just and appropriate under the circumstances of these Chapter 11 Cases.

2 Respectfully submitted this 4<sup>th</sup> day of March 2019.

3  
4 CLARK HILL PLC

5 /s/: Tracy M. O'Steen

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